

**REQUEST FOR PROPOSAL
CITY COUNCIL CHAMBER AUDIO/VISUAL SYSTEM**

CITY OF WEST DES MOINES

The City of West Des Moines, Iowa as the managing agency for this RFP solicits interested firms to submit bids for a replacement of the current City Council Chamber audio/visual system.

Submittals marked "RFP for Council Chamber A/V System" will be received no later than 2:00 p.m., Central Time, on April 29, 2015, by:

Office of City Clerk
City of West Des Moines
4200 Mills Civic Parkway, Suite 2B
P.O. Box 65320
West Des Moines, IA 50265-0320

The winning Vendor for this RFP is expected to be a value-added vendor capable of addressing the City's needs for design, delivery, installation, custom integration, training, consulting, and assistance for the implementation of an audio/visual system to the degree required by the City.

It is expected that the successful Vendor:

- 1) Will have directly invested in staff, training resources, and physical facilities logistically available to customers in the Des Moines metro area.
- 2) Will possess established in-house resources to provide integration expertise across a broad spectrum of technologies into the City's work environment.
- 3) Will be able to provide established in-house resources and expertise and operations support for the council chamber audio/video system, processes and procedures.
- 4) Will possess at least three years of established governmental experience in council chamber audio/video systems.

Vendors must have the resources and staffing available for timely response to requests for information, on-site installation, ongoing on-site and phone assistance for a council chamber audio/video system.

The City expressly states that it will NOT "beta-test" vendor's software and/or hardware.

Prices proposed shall be firm for six (6) months from the due date unless otherwise stated.

If you desire not to respond to this RFP, please forward your acknowledgment of NO PROPOSAL SUBMITTED to the above address.

I. Statement of Purpose

The intent and purpose of this Request for Proposal is to establish a contract to implement a council chamber audio/video system for the City of West Des Moines.

II. Scope of Work

The selected vendor will finalize user requirements, develop an implementation/ installation plan, install equipment, provide end-user training, and provide ongoing support.

III. Background, Technical Environment, and Key Issues and Capabilities.

See Appendices A, B, C, and D.

IV. Payment

Exact price and payment terms for hardware, software, consulting services, installation services, and ongoing support will be negotiated with the winning Vendor.

Any hardware purchases or installation service charges from the Vendor resulting from projects as part of this RFP will be paid the later of 30 days upon delivery of the equipment or the presentment of a correct invoice.

V. Timetable for the RFP

The RFP will follow the schedule below

Task	Date
Distribute RFP	4/3/2015
Advertisement date for RFP	4/3/2015
On-site Vendor Meeting and Walk Through (non-mandatory) at 10:00am	4/13/2015
Last day for submitting questions to the contact person listed in Section 3 Part 13.1	4/17/2015
Written response to questions posted on City of West Des Moines web site	4/22/2015
Proposal Due Date	4/29/2015
Bid Opening	4/29/2015
Completion of First Phase Evaluation – Invitations to Prepare BAFO* Sent	5/8/2015
Vendor Presentations	TBD
Best and Final Offer Due	TBD
Completion of Evaluation of Proposals/ Presentations	TBD
Potential Award of Bid / West Des Moines City Council Meeting	TBD

* BAFO – Best and Final Offer.

SECTION 1
SUBMISSION COVER SHEET

Provide the following information regarding the person responsible for the completion of your proposal. This person should also be the person the City of West Des Moines and Proposal Review Team members should contact for questions and/or clarifications.

Name: _____	Phone Number: _____
Address: _____	Fax Number: _____
_____	E-Mail: _____

Subject to acceptance by the City of West Des Moines, the Vendor acknowledges that by submitting a proposal AND signing in the space indicated below, the Vendor is contractually obligated to comply with all items in this Request for Proposal (RFP), except those listed as exceptions on the Proposal Exception Summary Form. If no Proposal Exception Summary Form is included, the Vendor is indicating that it takes no exceptions. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. Vendors who sign below may not later take exception to any point during contract negotiations. The Vendor further certifies that the company represented here is an authorized dealer in good standing of the products/services included in this proposal.

Bidder certifies, by submission of this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Furthermore, the contractor will pass this requirement on to subcontractors (if allowable) seeking subcontracts over \$25,000.

The bidder shall provide immediate written notice to the City of West Des Moines, West Des Moines City Clerk, if at any time they learn this certification has become erroneous by reason of changed circumstances.

_____/_____
Authorized Signature/Date

Name (typed or printed)	_____
Title:	_____
Company Name:	_____
Address:	_____

SECTION 2 PROPOSAL EXCEPTIONS

Please return the Proposal Exception Summary Form at the end of this section with any exceptions listed and clearly explained or state “No Exceptions Taken.” If no Proposal Exception Summary Form is included, the Vendor is indicating that it takes no exceptions.

1. Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this RFP, including a specification denoted as mandatory, as long as the following are true:

1.1 The specification is not a matter of State law;

1.2 The proposal still meets the intent of the RFP;

1.3 A Proposal Exception Summary Form is included with Vendor’s proposal;
and

1.4 The exception is clearly explained, along with any alternative or substitution the Vendor proposes to address the intent of the specification, on the Proposal Exception Summary Form.

2. The Vendor has no liability to provide items to which an exception has been taken. The City has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Vendor and the City will discuss each exception and take one of the following actions:

2.1 The Vendor will withdraw the exception and meet the specification in the manner prescribed;

2.2 The City will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFP and will accept the exception;

2.3 The City and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract;

2.4 None of the above actions is possible, and the City either disqualifies the Vendor’s proposal or withdraws the award and initiates negotiations with another vendor.

3. Should the City and the Vendor reach a successful agreement, the City will sign adjacent to each exception which is being accepted or submit a formal written response to the Proposal Exception Summary responding to each of the Vendor’s exceptions. The Proposal Exception Summary, with those exceptions approved by the City, will become a part of any contract made under this RFP.

4. An exception will be accepted or rejected at the sole discretion of the City.

PROPOSAL EXCEPTION SUMMARY FORM

RFP Reference	Vendor Proposal Reference	Brief Explanation of Exception	City Acceptance (signed only if accepted)
(Reference specific outline point to which exception is taken)	(Page, section, items in Vendor's proposal where exception is explained)	(Short description of exception being made)	

SECTION 3

PROPOSAL SUBMISSION REQUIREMENTS

The objective of the Proposal Submission Requirements section is to provide vendors with the information required to submit a response to this Request for Proposal (RFP). A Vendor who has responded to previous RFP's issued by the City should not assume that the requirements are the same, as changes may have been made.

1. Failure to follow any instruction within this RFP may, at the City's sole discretion, result in the disqualification of the Vendor's proposal.
2. The City has no obligation to locate or acknowledge any information in the Vendor's proposal that is not presented under the appropriate outline according to these instructions and in the proper location.
3. The Vendor's proposal must be received, in writing, by the City by the date and time specified. The City is not responsible for any delays in delivery or expenses for the development or delivery of proposals. Any proposal received after proposal opening time will be returned unopened.
4. Proposals or alterations by fax, e-mail, or phone will not be accepted.
5. Original signatures are required on one copy of the Submission Cover Sheet, and Vendor's original submission must be clearly identified as the original.
6. The City reserves the right to reject any proposals, including those with exceptions, prior to and at any time during negotiations.
7. The City reserves the right to waive any defect or irregularity in any proposal procedure.
8. The Vendor must not alter any of the original text of this RFP. If the City determines that the Vendor has altered any language in the original RFP, the City may, in its sole discretion, disqualify the Vendor from further consideration. The RFP issued by the City is the official version and will supersede any conflicting RFP language submitted by the Vendor. The Vendor must conform to the following standards in the preparation of the Vendor's proposal:
 - 8.1 The Vendor is required to submit one (1) clearly marked original response and three (3) copies of the complete proposal.
 - 8.2 To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. A label containing the information on the RFP cover page must be clearly typed and affixed to the package in a clearly visible location.
 - 8.3 Number each page of the proposal.

8.4 If the Vendor does not agree with any item in any section, then the Vendor must list the item on the Proposal Exception Summary Form. (See Section 2 for additional instructions regarding Vendor exceptions.)

8.5 Occasionally, an outline point requests information which is not applicable to the products/services proposed. If the Vendor is certain the point does not apply to the given RFP, the Vendor should respond with “NOT APPLICABLE.”

8.6 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.

8.7 When an outline point is a statement provided for the Vendor’s information only, the Vendor need only read that point. The Vendor acknowledges having read and accepting, or taking exception to, all sections by signing the Submission Cover Sheet and providing a Proposal Exception Summary Form.

8.8 Where a minimum requirement has been identified, respond by stating the item (e.g., device name/model number, guaranteed response time) proposed and how it will meet the specifications.

9. It is the responsibility of the Vendor to clearly identify all costs associated with any item or series of items in this RFP. The Vendor must include and complete all parts of the proposal in a clear and accurate manner. Omissions, errors, misrepresentations, or inadequate details in the Vendor’s proposal may be grounds for rejection of the Vendor’s proposal. Costs that are not clearly identified will be borne by the Vendor.

10. The City reserves the right to request additional information or clarification of a Vendor’s proposal. The Vendor’s cooperation during the evaluation process in providing City staff or the project team with adequate responses to requests for clarification will be considered a factor in the evaluation of the Vendor’s overall responsiveness. Lack of such cooperation may, at the City’s discretion, result in the disqualification of the Vendor’s proposal.

11. Unsolicited clarifications and updates submitted after the deadline for proposals will be accepted or rejected at the sole discretion of City.

12. Unsolicited clarifications in the evaluation and selection of lowest and best proposal will be considered only if all the following conditions are met:

12.1 A clarification to a proposal that includes a newly announced product line or service with additional capability to be provided at or less than the proposed price will be considered.

12.2 Information provided must be in effect nationally and have been formally and publicly announced through a news medium that the Vendor normally uses to convey customer information.

12.3 Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.

12.4 The Vendor must follow procedures outlined herein for submitting updates and clarifications.

12.5 The Vendor must submit a statement outlining the circumstances for the clarification.

12.6 The Vendor must submit 4 copies of the clarification.

12.7 The Vendor must be specific about which part of the original proposal is being changed by the clarification (i.e., must include exact RFP reference to section and outline point).

13. From the issue date of this RFP until a Vendor is selected and the selection is announced, responding Vendors may not communicate, either orally or in writing regarding this RFP with any City staff member or elected official except as noted herein. To ensure equal treatment for each responding vendor, all questions regarding this RFP must be submitted in writing or e-mail to the City's Contact Person for the selection process, and not later than the last date for accepting responding Vendor questions provided in this RFP. All such questions will be answered officially by the City on the RFP and Bid Posting page at the City's web site located at <http://www.wdm.iowa.gov>. All such questions and answers will become addenda to this RFP. Vendors failing to comply with this requirement will be subject to disqualification.

13.1 The City's Contact Person for the selection process is:

Mark Lumsden
City of West Des Moines
4200 Mills Civic Pkwy, Suite 1E
West Des Moines, IA 50265
Phone: 515 222-3688
Fax: 515-273-0600
Email: mark.lumsden@wdm.iowa.gov

13.2 Vendor may consult with selection team representatives as designated by the City's contact person identified in 13.1 at the discretion of the City's contact person.

14. Vendor submittals not containing all of the required items outlined in 14.1 of this section may render the bid as non-responsive and invalid at the discretion of the City.

14.1 Required Submittal Information

- Signed Submittal Cover Sheet
- Proposal Exception Summary Form
- Non-Collusion Agreement
- Vendor Qualifications
- References
- Subcontractor References
- Pricing Proposal
- Conformance to Functional Requirements

14.2 Optional Submittal Information

- Product/ Service Information
- Sketches/ diagrams/ sample configurations
- Alternate Vendor designed configurations

SECTION 4
STANDARD PROVISIONS AND REQUIREMENTS RELATED TO REQUESTS FOR
PROPOSAL (RFP's)

1. Interchangeable Designations

The terms "Vendor" and "Selected Vendor" are referenced throughout this RFP. Generally, references to the "Vendor" are used in conjunction with the proposing organization and procurement process leading up to the final RFP selection and award. The term "Selected Vendor" denotes the role assumed, post-award, by the winning Vendor. Additionally, the terms "City" or "City of West Des Moines" may be used interchangeably throughout this RFP to denote the political entity issuing the RFP and requesting responses from Vendors throughout these specifications. References to a specific agency, institution or other political entity represent the partner, client, or customer on whose behalf the City of West Des Moines is issuing the RFP.

2. Reservation of Rights.

The City reserves the right to reject any and all proposals received in response to this RFP; waive or modify any irregularities in the proposals; request additional information or modifications to proposals prior to award if such is in the best interests of the City; use any ideas submitted in the proposals received, unless prohibited by valid patent or proprietary rights and identified as confidential; and in the event of unsuccessful contract negotiations or contract termination, enter into contract negotiations with other qualified vendors that submitted acceptable proposals.

3. Proposal Must Be Signed by Vendor or Its Officer or Designated Agent.

A proposal submitted in response to the City's Request for Proposals shall be signed by the vendor if an individual, or by an officer of the proposing firm, or by a designated agent empowered to bind the firm in a contract.

4. Partnership and Joint Venture Proposals; Use of Corporate Name or Fictitious Corporate Name.

4.1 If a proposal is submitted by two or more persons acting as a partnership, the names of the persons appearing on the proposal must be followed by the notation -- "a partnership", or words of similar import.

4.2 If a proposal is submitted by two or more persons or corporate entities as a joint venture, the names of the persons or entities appearing on the proposal must be followed by the notation -- "a joint venture". In that instance, the proposal must also be signed by all such persons and/or the authorized agents of all such entities, and the proposal bond or fidelity bond, if any is required, must cover the joint venture. Joint venture proposals shall identify which person or firm will act as lead person of firm.

4.3 A proposal submitted by two or more persons or corporate entities without any indication that they are submitting it as a joint venture, without being signed by all such persons and/or the authorized representatives of all such entities, and without a proposal bond or fidelity bond covering all such persons or entities as a joint venture, will be subject to rejection.

4.4 In submitting a proposal and in entering into a contract in response to an RFP, a corporate entity may use its fictitious corporate name in addition to its legal corporate name, if the fictitious name is appropriately registered with the Iowa Secretary of State. Vendors are advised to exercise care in the use of any fictitious name for their firms.

5. Vendor Questions, Objections or Requests for Information, Clarification or Interpretation to be Submitted to Procurement Administrator - Vendors Prohibited from Inappropriate Communication with City Officials or Employees - Inappropriate Communication May Result in Rejection or Return of Proposals - Inappropriate Communication May be Considered in Evaluation of Proposals.

In order to ensure an open process and the provision of equal knowledge and opportunity to all potential vendors, the Procurement Administrator or his/her designee, will serve as the sole point of contact for questions, objections, informational requests and requests for clarification or interpretation during the RFP process. The City's intention is to avoid such questions, objections, or requests for information or clarification being posed by an individual vendor and then being answered only for that vendor. Instead, the City's goal is to allow such questions, objections and requests to be posed by all potential vendors, and to communicate those questions, objections and requests, and the City's responses, to all potential vendors.

Consequently, only written questions, objections or requests for clarification or interpretation, submitted by mail, FAX, or e-mail, will be accepted from potential vendors, and written responses will be issued to all known potential vendors. Dates and times for acceptance of questions, objections and requests, and for delivery of written responses, will be detailed in the RFP. Oral questions, objections or requests will not be accepted.

After issuance of an RFP by the City, persons or entities who intend to respond to such RFP by submission of a competitive proposal, and who desire to pose questions, objections, or requests for information, clarification or interpretation regarding any term, provision, or requirement of the RFP, shall not attempt to communicate with, in writing, electronically, or orally, any City official or employee other than the City's Procurement Administrator. After issuance of an RFP, persons or entities who intend to respond to such RFP by submission of a competitive proposal shall not communicate with, in writing, electronically, or orally, any other City official or employee in an attempt to gather information which would be helpful in responding to the RFP, or in an attempt to influence the City's consideration of its competing proposal. All inappropriate communications with City officials or employees will be reported to the Procurement Administrator and evaluation and selection committee. Such inappropriate communication by a vendor or

potential vendor may, at the discretion of the Procurement Administrator, constitute grounds for disqualification of that vendor's proposal, resulting in the Procurement Administrator's refusal to accept such proposal or in the return of such proposal. Further, the evaluation and selection committee may in its discretion consider such inappropriate communication in evaluating and scoring such proposal. The Procurement Administrator will advise City officials and staff of the pendency of RFPs for evaluation or award, and during the pendency thereof City staff or officials will be prohibited from engaging in discussion of an RFP with a vendor or potential vendor unless so directed or approved by the Procurement Administrator.

The foregoing notwithstanding, any vendor or potential vendor who believes that the terms of an RFP are objectionable, or who believes that the Procurement Administrator or other City staff have not appropriately responded to its questions, objections, or requests for information, clarification or interpretation regarding any term, provision, or requirement of the RFP, or who believes that the Procurement Administrator, other City staff or the evaluation and selection committee have a bias against it or are treating it unfairly, may communicate its concerns in that regard to the City Manager or City Council. A vendor or potential vendor shall first communicate its concerns directly to the City Manager, in writing. If the City Manager cannot resolve the issue to the satisfaction of the vendor or potential vendor, the City Manager shall, at the request of the vendor or potential vendor, forward such concerns to the City Council for its consideration.

6. City's Response to Vendor Questions, Objections, and Requests for Clarification or Interpretation; Issuance of Addenda to RFP.

The City's Procurement Administrator will respond in writing to all questions, objections, or requests for information, clarification or interpretation presented to the City as provided in this RFP. The City's written response will be directed to all known potential vendors. Only the City's written responses shall be considered the City's official response binding upon the City. In addition to making a written response, the City may issue addenda amending the RFP by changing or deleting the provisions of, or adding provisions to, the RFP.

7. Collusion Prohibited - Affidavit Required.

Any agreement or collusion among vendors or prospective vendors, in restraint of freedom of competition by agreement to propose a fixed price or otherwise shall render the proposals of such vendors void. Vendors will be required to execute and submit with their proposals the attached Non-Collusion Affidavit form. Any disclosure by one vendor to another vendor of the content of a proposal in advance of the submission of proposals shall render the proposals of both such vendors void, and may at the discretion of the Procurement Administrator render the RFP proceedings void.

8. Gratuities Prohibited.

8.1 The laws of Iowa provide that it is a felony to offer, promise, or give anything of value or benefit to government employees with the intent to influence

that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duties. Evidence of violations of this clause will be turned over to the appropriate law enforcement agency.

8.2 The City provides reimbursement for transportation lodging, meals and miscellaneous expense for its employees incurred while on duty and engaged in the preparation or evaluation of RFPs.

9. Proposals Not Confidential; Vendor Requests for Confidentiality Under Iowa Open Records Law, Chapter 22 of Iowa Code; Disclosure of Proposal Content.

Under Chapter 22 of the Iowa Code, "Examination of Public Records", records of a governmental body are considered public records, open to inspection by members of the public. Section 22.7 of the Iowa Code sets forth a number of exceptions to that general rule, establishing several categories of "confidential records". Under this provision, confidential records are to be kept confidential, "unless otherwise ordered by a court, by the lawful custodian of the records, or by another person duly authorized to release such information". Among the public records which are considered confidential under this Iowa Code provision are trade secrets which are recognized and protected as such by law and reports to governmental agencies which, if released, would give advantage to competitors and serve no public purpose.

Under Chapter 22 of the Iowa Code, the City, as custodian of the proposal submitted in response to a Request for Proposals, may, but is not required, to keep portions of such proposals confidential under exceptions noted above. If a responding individual or company determines that a portion or portions of its proposal constitute a trade secret, or should otherwise be kept confidential to avoid giving advantage to competitors, **a confidentiality request may be submitted with the proposal** identifying which portion or portions of the proposal or bid should be kept confidential and why. The burden will be on each individual vendor to make such confidentiality request and to justify application of a confidentiality exception to its proposal. The City will not under any circumstance consider the entire proposal to be a confidential record.

If a request is thereafter made by a member of the public to examine a proposal including the portion or portions thereof for which a confidentiality request has been made, the City will so notify the vendor and will keep confidential that portion of the proposal covered by the confidentiality request, pending action by the vendor requesting confidentiality to defend its request. In that notification, the vendor requesting confidentiality will be given not more than 5 calendar days within which to file suit in Polk County District Court seeking the entry of a declaratory order and/or injunction to protect and keep confidential such portion of its proposal. Absent such action by a vendor requesting confidentiality, and absent the entry of a court order declaring such portion or portions of the proposal confidential, the entire proposal will be released for public examination.

If the process for selecting the best proposal includes two or more evaluation stages, in which proposals are evaluated at each stage and the field of competing proposals is reduced, all proposals submitted shall be kept confidential, pursuant to Section 22.7 of the Iowa Code, subsection 6 cited above, until completion of the final stage of the evaluation process in order to avoid giving advantage to competing vendors. Upon completion of the

final stage in the evaluation process, all competing proposals shall be subject to disclosure, if not otherwise determined confidential as above provided.

10. Proposal to Include Only Market Available Equipment and Field Tested Software Unless Otherwise Provided.

10.1 All equipment, features, and attachments which are proposed must have been formally announced for market purposes before the date the proposal is submitted to the City.

10.2 All vendor supplied programs/software referred to in the proposal must be field operational before the date the proposal is submitted, unless the services to be provided in response to the RFP include program/software development.

10.3 Demonstrations must utilize the proposed equipment, programs or software precisely as proposed.

10.4 Unless otherwise specified in the specifications, all items on which a vendor submits a proposal shall be new, of the latest model or manufacture and shall be at least equal in quality to that specified in the bidding documents.

11. Vendor Required to Identify Patented Equipment, Processes, Materials, or Hardware, and Copyrighted Text, Information, Data, or Software Included in Its Proposal; Vendor Required to Include with Its Proposal any Licenses Which City Will be Expected to Execute.

11.1 Vendors shall be required to identify any patented equipment, processes, materials, or hardware, or any copyrighted text, information, data, or software, which it proposes to supply as part of the goods it is required to provide under the RFP or which it proposes to supply as part of the services it is required to perform under the RFP. Every vendor shall likewise identify the licensing agent for such patented or copyrighted items, and shall provide with its proposal a copy of any licensing or use agreement which the City will be expected to execute for the use of such patented equipment, processes, materials, or hardware, or copyrighted text, information, data, or software included in a vendor's proposal, as well as the anticipated cost to the City, if any, for such use under license or agreement. The vendor to whom the contract is awarded shall be required to warrant that the intellectual property rights of third parties (copyright, trademark, or patent) will not be violated by the vendor's or City's use of any equipment, process or service provided in response to the RFP.

11.2 All software provided to the City pursuant to a vendor's proposal shall be fully documented. This documentation shall consist of pertinent technical documentation and operator documentation including the following, as applicable:

- ◆ Proprietary source code escrow option Database definitions and file structures;

- ◆ Variable descriptions, variable cross-references and subroutine calling sequences;
- ◆ Interface specifications;
- ◆ Requirements traceability matrix;
- ◆ Communication protocols including field device protocol;
- ◆ Security documentation;
- ◆ System backup and recovery procedures;
- ◆ System operational procedures and error handling;
- ◆ Hard copy user manual segregated into chapters (or volumes) which group topics according to whether the software is used from operator stations, from remote computers, and from either of the above;
- ◆ On-line user manual or help facility;
- ◆ Warranties on software; and
- ◆ Licenses and liens.

The vendor may use different methods for documentation if it provides sufficient information as determined by the City. All documentation shall be submitted to the City for final approval.

11.3 Source Code Escrow. Rights to intellectual property developed, utilized, or modified by the vendor in the performance of the services shall remain the property of the vendor. However, program source libraries, source code, flow charts of source code, database definitions, file structures, communications protocols, variable descriptions, variable cross-references, subroutine calling sequences, and other documentation are elements of the work product without which the City would be at a severe loss should the vendor be unable or unwilling to provide service for the life of the software. For this reason, the selected vendor shall, to the extent required by the RFP, be required to provide an independent escrow agent to handle such proprietary work product documentation which shall be transferred from escrow agent to the City in the event that the Selected vendor fails to provide service at a reasonable and justifiable price during the life span of the software.

12. Evaluation Criteria.

The City's intent in issuing this RFP is to award a contract to the lowest and best responsive vendor who meets specifications, considering price and other factors. The vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process.

13. Right to Award in Whole or Part.

The City reserves the right to approve an award by individual items or in total, whichever is deemed to be in the best interest of the City.

14. Vendor Imposed Constraints.

Vendors must specifically document what limitations, if any, exist in working with any other vendor acting in the capacity of the City's business partner, subselected vendor or agent who may be managing any present or future projects; performing quality assurance; integrating the vendor's software; and/or providing web-hosting, hardware, networking or other processing services on the City's behalf. The project relationship may be based on roles as either equal peers; supervisory – subordinate; or subordinate – supervisory, as determined by the City. The City recognizes that the vendor may have trade secrets, intellectual property and/or business relationships that may be subject to its corporate policies or agreements. The City must understand these issues in order to decide to what degree they may impact the City's ability to conduct business for this project. These considerations will be incorporated accordingly into the proposal evaluation and selection process. The understanding reached between the vendor and the City with regard to this business relationship precludes the vendor from imposing any subsequent limitations of this type in future project undertakings by the City.

15. Best and Final Offer.

The City reserves the right to solicit Best and Final Offers (BAFOs) from vendors, principally in situations in which proposal costs eclipse available funding or the City believes none of the competing proposals presents a Best Value (lowest and best proposal) opportunity. Situations warranting solicitation of a BAFO will be considered an exceptional practice for any procurement. Vendors that remain in a competitive range within an evaluation may be requested to tender Best and Final Offers, at the sole discretion of the City. All such vendors will be provided an equal opportunity to respond with a Best and Final Offer under a procedure to be defined by the City that encompasses the specific, refined needs of a project, as part of the BAFO solicitation. The City may re-evaluate and amend the original project specifications should it be deemed necessary in order to improve the opportunity for attaining Best Value scenarios from among the remaining competing vendors. All BAFO proceedings will be uniformly conducted, in writing and subject to solicitation by the City and receipt from the vendors under a precise schedule.

16. Rights Reserved to Self-Source Products.

The City reserves the right to secure products from other contracts (e.g. WSCA or GSA) or other sources if it is in its best interest to do so. If this option is exercised, then the selected vendor must be willing to integrate the acquisition and implementation of such products within the schedule and system under contract.

17. Prime Selected Vendor Status.

The selected vendor will be designated the prime selected vendor in the proposal, and as such, shall be solely responsible for all services offered in the proposal and for the fulfillment of the contract with the City. Unless provided in the contract, the selected vendor shall not contract with any other party for furnishing any of the contracted work or services without the consent, guidance, and written approval of the City. The City reserves the right of refusal and the right to request replacement of a subselected vendor due to unacceptable work or conduct. All references in the RFP to "vendor" shall be

construed to encompass both the vendor and its subselected vendors. Vendor is solely responsible for all delivery and implementation subject to formal customer acceptance. Any use of subselected vendors must be transparent to the City with all transactions and payment conducted directly with the proposing vendor. The vendor is solely responsible for all delivery and implementation subject to formal customer acceptance.

18. Software Licensing.

When specifications require the Vendor to develop software for the City, the vendor must acknowledge and agree that the City is the sole owner of such developed software with exclusive rights to use, alter, or distribute the software without restriction. This requirement applies to source code, object code, and documentation. The City may be willing to grant the vendor a nonexclusive license to use the City's software subject to devising acceptable terms and license fees.

In installations where the vendor's intellectual property is modified and custom-tailored to meet the needs of the City, the vendor must offer the City an application license entitling the City to use, and/or alter the software without restriction.

The vendor acknowledges and agrees that the term of all software licenses provided to the City shall be perpetual unless stated otherwise in the vendor's proposal.

The vendor must not bypass the software contracting phase of a project by licensing project software intended for City use in its company name. Upon award of a project, the selected vendor must ensure that the City is properly licensed for all software that is proposed for use in a project.

19. Time for Consideration.

Unless otherwise indicated on the first page of this document, the offer shall be valid for six (6) months from the date of the bid opening.

20. Rejection of Proposals.

The City reserves the right to reject any or all proposals in whole or in part received in response to the RFP. The City will not pay for any information requested in the RFP, nor is it liable for any cost incurred by a vendor in responding to the RFP.

21. City Council Selection of Best Proposal and Authorization to Execute Contract with Selected Vendor - Notification of Selected Vendor.

The City Council will by resolution approve the proposal which it selects as the best proposal and authorize execution of a contract, either by the Mayor or by the City Manager. Upon the City Council's approval of the proposal, the Procurement Administrator will give notice advising the vendor whose proposal was selected what actions must be taken to complete the formation of the contract.

22. Insurance and Indemnity Requirements.

The selected vendor will, in its contract with the City, be required to agree to defend, pay on behalf of, indemnify, and hold harmless the City of West Des Moines, Iowa, its elected and appointed officials, employees and volunteers and others working on behalf of the City. The selected vendor will also be required to obtain and maintain in continuous effect during the term of its contract with the City, and while any of its obligations under said contract remain unsatisfied, the insurance coverage, with amounts, coverage, limits, exclusions, and endorsements as required by the City.

23. Formation of Contract - Contract to be Negotiated and Executed Upon Selection by Evaluation and Selection Committee or Council Selection of Best Proposal / Designation of Selected Vendor.

23.1 Finalization of Contract Terms Subject to Negotiation. At the option of the department, upon issuance of the Notice of Intent to Award or upon City Council approval of the recommendation of the evaluation and selection committee and authorization to execute the contract, the selected vendor shall be required to immediately commence negotiations to conclude a contract with the City for the provision of the (goods)(services) proposed in response to the RFP. Only those terms identified as negotiable in the RFP shall be subject to negotiation.

23.2 Submission of Evidence of Insurance by Selected Vendor. Upon City Council approval of the recommendation of the evaluation and selection committee, and authorization to execute the contract, the selected vendor shall submit (a) a certificate or certificates of insurance evidencing insurance coverage of the type and amount, and with the endorsements, required by the City.

23.3 Execution of Contract by Selected Vendor. Upon the selected conclusion of contract negotiations by the City and selected vendor, and/or upon the City's completion of a form of contract incorporating the terms of proposal submitted by the selected vendor in its RFP, the selected vendor shall be required to execute the contract and return it to the City within the time specified by the City. The contract must be executed by the selected vendor if an individual, or by the authorized representative or representatives of any partnership or corporation making or joining in the proposal, and all signatures must be notarized.

23.4 Execution of Contract by the City. Upon City's approval of the evidence of insurance submitted by the selected vendor, and upon the Legal Department's approval of the form of contract executed by the vendor, the Mayor or City Manager will execute the contract as directed by the City Council, and the City Clerk will attest the signature of the Mayor or City Manager.

23.5 Selected Vendor's Failure to Execute Contract or to Submit Required Insurance. The selected vendor's refusal to negotiate contract terms as provided in the RFP, or its refusal to limit negotiations to the terms identified in the RFP, shall

be considered a default by the vendor and shall be grounds for rejection of vendor's proposal. The selected vendor's failure to submit an insurance certificate or certificates evidencing required insurance coverage, shall be considered a default by the vendor and shall be grounds for rejection of vendor's proposal.

24. Proposal Obligations.

The contents of this RFP, of a proposal submitted in response thereto, and of the City's official response to a question, objection, or request for clarification or interpretation regarding the RFP, and of any exception to the RFP submitted by the selected vendor and accepted by the City, shall become part of the contractual obligation and shall be deemed incorporated by reference into the ensuing contract.

25. Disposition of Proposals.

All proposals submitted in response to the RFP become the property of the City and will not be returned to unsuccessful vendors.

26. Assignment of Contract Prohibited Unless Approved in Writing by the City.

No contract awarded pursuant to RFP shall be assignable by the selected vendor without the written consent of the City Manager.

27. Compliance with Laws.

Vendors will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by vendor, or in any way affect the performance of work by vendor. Vendors will at all times observe and comply with these laws, ordinances and regulations and will be responsible for the compliance of the work with all applicable laws ordinances and regulations.

SECTION 5 GENERAL TERMS AND CONDITIONS

1. EXCLUSIVE CONTRACT

The contract which results from this Request for Proposals constitutes the exclusive contract between the parties and incorporates the provisions of these terms and conditions, and supersedes any previous agreements or contracts, either written or oral. The terms and conditions hereof may not be altered without prior written consent of both parties.

2. REMEDIES UPON DEFAULT

In any case where the vendor has failed to deliver or has delivered non-conforming goods or services, the Procurement Division shall provide a cure notice by mail, FAX, or e-mail. If after notice the vendor continues to be in default, the Procurement Division may procure goods or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor.

3. ACTS OF GOD

Vendor shall not be considered to be in default under this contract if performance is delayed or made impossible by an act of God, floods, fires, strikes, and similar events; but in each such case, the delay or impossibility must be beyond the control and without the fault or negligence of vendor. It shall be the responsibility of the vendor to promptly advise the Purchasing Division of the delay. The City may elect to cancel all orders on file with the vendor and place the order with another vendor.

4. SUBSELECTED VENDORS

Selected vendors shall be responsible for all acts and performance of any subselected vendor or secondary supplier that the selected vendor may engage for the completion of any contract with the City. A delay that results from a subselected vendor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The selected vendor shall be responsible for payment to all subselected vendors or secondary suppliers.

5. TERMINATION DUE TO NON-APPROPRIATION

Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the City to appropriate funds, or due to discontinuance or material alteration of the program for which funds were provided, then the City shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

6. IMMUNITY OF CITY, STATE AND FEDERAL AGENCIES.

Vendor shall defend, indemnify, and hold harmless the City, its officers, employees and

agents, and any State or Federal funding source for City from liability arising from vendor's performance or attempted performance of this contract and vendor's activities with subselected vendors and all other third parties.

7. DELIVERY AND ACCEPTANCE.

When an award has been made to a vendor and the official purchase order issued and received by the vendor, deliveries are to be made in the following manner:

1. Deliveries are to be made only to the point specified on the official purchase order. If delivery is made to any other point it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the City.
2. All delivery charges shall be to the account of the vendor. If not, they must be prepaid and added to the invoice.
3. The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving department to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the Purchasing Division. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the City at any time after acceptance.
4. The vendor must remove at the vendor's expense any item rejected by the City. If the vendor fails to remove that rejected item the City may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.
5. Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

8. ASSIGNMENT.

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the City Manager or his/her designee.

9. ANTI-TRUST ASSIGNMENT.

For good cause and as consideration for submitting a proposal, the vendor, through its duly authorized agent, conveys, sells assigns, and transfers to the City all right, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by City pursuant to the RFP.

10. TITLE TO GOODS.

Vendor warrants that the goods procured pursuant to the RFP are free from all liens, claims or encumbrances.

11. INDEMNIFICATION.

To the extent the goods procured pursuant to the RFP are not manufactured in accordance

with the City's design or specification, the selected vendor shall defend, indemnify and hold harmless the City and the City's assignees, and other users of the goods, from and against any claim of infringement of any Patent, Trade Name, Trademark, Copyright, or Trade Secret by reason of sale or use of any articles purchased hereunder. The City shall promptly notify the selected vendor of any such claim.

12. MISCELLANEOUS.

This contract shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to the contract shall only be commenced in the Polk County, Iowa, District Court or the United State District Court for the Southern District of Iowa. If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

13. NON-DISCRIMINATION.

Vendor acknowledges and agrees not to discriminate against any employees or applicants for employment on the basis of age, race, religion, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or ancestry and to include this provision in all agreements associated with this procurement.

14. WARRANTY.

The vendor expressly warrants that all goods supplied shall be merchantable within the meaning of section 554.2314 of the Iowa Code in effect on the date of the bid or proposal in the City of West Des Moines, Iowa. Additionally, the goods shall conform to specifications, drawings, and other descriptions and shall be free from defects in materials and workmanship.

15. CHEMICALS.

OSHA 1910.1200, Chapter 89B of the Iowa Code, and 875 Iowa Administrative Code, Chapter 110, Sec. 110.5, require employers to maintain Material Safety Data Sheets (MSDS) for any and all chemical-containing products to which its employees are exposed. To ensure City employees have access to the most current MSDS, the City requires the most recent MSDS accompany each delivery of a chemical-containing product purchased by the City or its authorized agent. IF there is a question concerning whether a MSDS is needed for a particular product, contact the City.

16. COMPLIANCE WITH ALL APPLICABLE LAWS.

All goods and/or services shall be provided in compliance with all applicable federal, state, and local laws and regulations. The vendor expressly warrants and guarantees that the goods and/or services provided do not violate the rights of third parties, including without limitation, copyright, trademark, patent or other intellectual property rights or interests.

17. TAXES.

The Selected vendor shall pay all sales and use taxes required to be paid to the State of Iowa on the work covered by this Agreement. The Selected vendor shall execute and deliver and shall cause any sub-consultant or subselected vendor to execute and deliver to the City certificates as required to permit the City to make application for refunds of said sales and use taxes as applicable. The City is a municipal corporation and not subject to state and local tax, use tax, or federal excise taxes.

18. INDEPENDENT SELECTED VENDOR STATUS.

It is expressly understood that the selected vendor is an independent selected vendor and not the agent or employee of the City. The selected vendor is not entitled to tax withholding, workers' compensation, unemployment compensation, or any employee benefits, statutory or otherwise. The selected vendor shall not have the authority to enter into any contract to bind the City and shall not represent to anyone that selected vendor has such authority.

SECTION 6
CITY STANDARD PROFESSIONAL SERVICES
INSURANCE & INDEMNIFICATION REQUIREMENTS

1. GENERAL

The Vendor shall purchase and maintain insurance to protect the Consultant and the City throughout the duration of the Agreement. Said insurance shall be provided by an insurance company(ies), “admitted”, and “nonadmitted” to do business in the State of Iowa, having no less than an A.M. Best Rating of “B+”. All policies, except Professional Liability, shall be written on a per occurrence basis, not a claims-made basis, and in form and amounts and with companies satisfactory to the City. Certificates of Insurance confirming adequate insurance coverage shall be submitted to the City prior to Agreement execution or commencement of work and/or services.

2. INSURANCE REQUIREMENTS

2.1 WORKER’S COMPENSATION & EMPLOYER’S LIABILITY

INSURANCE: The Vendor shall procure and maintain, during the life of this Agreement, Worker’s Compensation Insurance, including Employer’s Liability Coverage, in accordance with all applicable statutes of the State of Iowa. The coverage limits shall include \$500,000 each accident for Bodily Injury by Accident, \$500,000 each employee for Bodily Injury by Disease, and \$500,000 policy limit for Bodily Injury by Disease.

2.2 COMMERCIAL GENERAL LIABILITY INSURANCE: The Vendor shall procure and maintain, during the life of this Agreement, Commercial General Liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Selected vendors Coverage, and (e) Personal and Advertising Injury.

2.3 AUTOMOBILE LIABILITY INSURANCE: The Vendor shall procure and maintain, during the life of this Agreement, Automobile Liability Insurance with limits of liability required by the State of Iowa. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

If the Vendor does not own any vehicles, coverage is required on non-owned and hired vehicles.

2.4 PROFESSIONAL LIABILITY INSURANCE: The Vendor shall procure and maintain, during the life of this Agreement, Professional Errors and Omissions Insurance with limits not less than \$500,000 per claim and in the aggregate. The Vendor will notify the City if claims made erode the Policy Limits below those required above.

2.5 ADDITIONAL INSURED & CONTRACTUAL LIABILITY: The City **SHALL NOT be named or included** as an Additional Insured, **but all policies, except Workers Compensation and Professional Liability Insurance, SHALL include** Contractual Liability including the obligation to defend and settle. The General Liability Insurance definition of “Insured Contract” shall include any contract or agreement requiring the indemnification of a municipality for work to

be performed for that municipality.

2.6 **CANCELLATION:** **All policies SHALL provide the City, as Certificate Holder, no less than 30 days** advance written notification of policy cancellation and 10 days notification of cancellation due to non-payment of premium.

2.7 **SUBSELECTED VENDORS:** The Vendor shall require that any of its agents and subselected vendors who perform work and/or services pursuant to the provisions of this Agreement purchase and maintain the same types of insurance as are required of the Vendor.

2.8 **PROOF OF INSURANCE:** The Vendor shall provide to the City a Certificate(s) of Insurance evidencing all required insurance coverage as provided in paragraphs A through F above. The Certificate(s) of Insurance shall specify under "Description of Operations/ Locations/ Vehicle/Special Items: (1) the title of the contract or agreement and (2) the following statement: "General Liability and Automobile Liability Insurance policies include Contractual Liability. The General Liability definition of an "Insured Contract" includes the indemnification of a municipality when required by ordinance or by contract or agreement."

3. INDEMNIFICATION REQUIREMENTS

To the fullest extent permitted by law, Vendor agrees to defend, pay on behalf of, indemnify, and hold harmless the City against any and all claims, demands, suits, or loss, including any and all outlay and expense connected therewith, attorneys' fees, and for any damages which may be asserted, claimed or recovered against or from the City by reason of personal injury, including bodily injury or death, and property damage, including loss of use thereof, which arise out of or result from Vendor's work and/or services, other than professional services, rendered to the City pursuant to the provisions of this Agreement.

In addition, to the fullest extent permitted by law, Vendor agrees to pay on behalf of, indemnify, and hold harmless the City against any and all claims, demands, suits, or loss, including any and all outlay and expense connected therewith, attorneys' fees, and for any and all damages which may be recovered against or from the City that arise out of any error or omission or negligent act of the Vendor when rendering professional services to the City pursuant to the provisions of this Agreement.

It is the intention of the parties that the City shall not be liable or in any way responsible for injury, damage, liability, loss or expense incurred by Vendor, its officers, employees, subselected vendors, and others affiliated with Vendor due to accidents, mishaps, misconduct, errors or omissions, negligence, damages or injuries resulting from the work performed by, or the negligent acts, errors or omissions of Vendor.

Vendor expressly assumes full responsibility for any and all damage caused to City premises resulting from the Vendor's negligent acts, errors or omissions.

Vendor represents that its activities pursuant to the provisions of this Agreement will be performed and supervised by adequately trained and qualified personnel, and Vendor will observe, and cause its officers, employees, subselected vendors, subcontractors (if any) and others affiliated with Vendor to observe all applicable safety rules.

For purposes of this Attachment, the term "Vendor" means and includes the Vendor, its officers, agents, employees, subselected vendors, and others affiliated with Vendor, and the term "City" mean and include its elected and appointed officials, and its agents, employees, volunteers, and others working on its behalf.

4. WAIVER OF SUBROGATION

To the extent permitted by law, Vendor hereby releases the City, its elected and appointed officials, its agents, employees and volunteers and others working on its behalf from and against any and all liability or responsibility to the Vendor or anyone claiming through or under the Vendor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Agreement. The Vendor's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Vendor to recover thereunder.

NON-COLLUSION AFFIDAVIT

The Vendor hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement in the City of West Des Moines, Iowa; and
2. That no individual employed by the Vendor was paid or will be paid by any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Vendor whose services in connection with the making of this proposal were in the regular course of their duties for the Vendor; and
3. That no part of the compensation to be received by the Vendor was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Vendor whose services in connection with the making of this proposal were in the regular course of their duties for the Vendor; and
4. That this proposal is genuine and not collusive or sham; that the Vendor has not colluded, conspired, connived or agreed, directly or indirectly, with any other vendor or person, to put in a sham proposal or to refrain from making a proposal, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the proposal price of Vendor or of any other Vendor, or to otherwise restrain freedom of competition, and that all statements in this proposal are true; and
5. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Vendor.

Vendor

Signature

Name (Printed)

Title

SECTION 7 VENDOR SELECTION

The following criteria will be used as a mechanism for selecting two or more vendors with the lowest and best proposal to be invited to prepare vendor presentations and a Best and Final Offer (BAFO).

Reference responses

Vendor's staff qualifications

Vendor's ability to handle installation, training, and configuration and to provide maintenance and updates

Vendor's financial resources

Vendor's cooperation in providing the City staff with clarifications

Vendor Staff logistically available to the Des Moines Metro area

Compliance with the RFP

Vendor's proposed labor rates for services, including installation, training, and configuration

Vendor's proposed pricing structure for software, hardware, services, and maintenance and estimated cost to the City

Other factors deemed by the City to be pertinent or peculiar to the purchase in question

It is the intent of the selection team to evaluate all proposals and then select two or more vendors to provide presentations to the team. These vendors will also be asked to prepare a Best and Final Offer. During the selection process the selection team may conduct discussions with these finalists, regarding the contract and the relative utility of alternate methods of approach for reaching the City's desired results. These discussions may include the awarding of only a portion of the contract to the firm, or proposing alternate project partners. After negotiations have been completed with each finalist the selection team will make their recommendation to the City Manager's Office for approval. Price shall be considered, but need not be the sole determining factor. A recommendation will then be made to the City Council to award the contract.

A Request for Proposal, or other solicitations, may be canceled, or any or all proposals be rejected in whole or in part or informalities waived when the City, at its sole discretion, determines that it is in the best interest to do so.

Exact price and payment terms for software, hardware, supporting installation and support services, and annual maintenance services will be negotiated with the selected Vendor.

SECTION 8 REFERENCES

Please return the following Reference Forms, and if applicable, Subcontractor Reference Forms.

8.1 The Vendor must provide at least 6 references consisting of Vendor accounts that the City may contact. Required information includes name, address, telephone number, and length of time the account has been a reference. Forms for providing reference information are included on the next page. The Vendor must make arrangements in advance with the account references so that they may be contacted at the Project team's convenience without further clearance or vendor intercession. Failure to provide this information in the manner described may subject the Vendor's proposal to being rated unfavorably relative to these criteria or disqualified altogether at the City's sole discretion.

8.2 References should be based on the following profiles and be able to substantiate the following information from both management and technical viewpoints:

8.2.1 The reference installation must be similar in function and size to the agency/institution for which this RFP is issued with a preference for other public or governmental agencies.

8.2.2 The reference installation product/service must be configured similarly or identically to this RFP

8.2.3 The reference installation must have been operational for at least six (6) months.

8.2.4 It is highly preferred that the Vendor provide at least one reference from the Des Moines Metro area or a reference that has received service from a facility logistically available to the City.

8.2.5 The City reserves the right to use references, good and bad, from other sources as well as those given by the Vendor. Failure to provide this information in the manner described may subject the Vendor's proposal to being rated unfavorably relative to these criteria or disqualified altogether at the City's sole discretion.

8.3 Subcontractors

The Vendor's proposal must identify any subcontractor hired by the Vendor that will be used and include the name of the company, telephone number, contact person, type of work subcontractor will perform, number of certified employees to perform said work, and 3 references for whom the subcontractor has performed work that the City may contact. Forms for providing subcontractor information and references are included at the end of this section. The Vendor must note that the same requirements found in the References section apply to subcontractors.

REFERENCE FORM

Complete 6 Reference Forms.

Contact Name:

Contact Title:

Company Name:

Address:

Phone #:

E-Mail:

1. Basic description of customer's usage of the product/services/project and modules implemented.
2. Start and end dates for implementation project/ phases.
3. Beginning date for full production environment.
4. Describe hardware, software, and operating systems used by customer.

SUBCONTRACTOR REFERENCE FORM

Complete a separate form for each subcontractor proposed.

Subcontractor Name:

Contact Name:

Contact Title:

Company name:

Address:

Phone #:

E-Mail:

Scope of services/products to be provided by subcontractor:

3 Reference Forms are needed for each Subcontractor.

Reference Contact Name:

Reference Contact Title:

Reference Company name:

Address:

Phone #:

E-Mail:

Description of product/services/project, including start and end dates:

SECTION 9 VENDOR QUALIFICATIONS

Name of Vendor: _____

Vendor should answer these questions in relation to how Vendor can serve the City in its project. The City is not interested in volumes of annual reports or marketing brochures that generalize Vendor national services. We want to know the “who, what, how and when” of how the Vendor proposes to service clients in the Des Moines metro area. If the Vendor considers this information confidential, items should be marked **Confidential** according to item 9 in Section 4 of this RFP. Please include the text of the full question in your response.

1. Does the Vendor anticipate hiring subcontractors for the fulfillment of any its services under this RFP? Do not include subcontractors that the City may hire for its portion of the project including networking or server hardware installation.
2. Is the Vendor under federal bankruptcy proceeding? If so, please describe.
3. If asked, will the Vendor provide a current annual report or current audited financial statement? At a minimum, the report would include assets/ liabilities and an income/ revenue report.
4. How many years has the Vendor’s company been in business?
5. Provide the names of the current sales team and their principal office location.
6. Provide the names of the installation/ support/ consulting team and the location they work out of that will serve Des Moines metro area. Describe years of career experience, years employed by the Vendor, and certifications.
7. Describe the number of staff who are employees of the Vendor, categorized by administration, sales, system development, and technical staff.
8. Will the same staff be used for installation and later for support? How does the Vendor transition a client from installation status to full deployment support?
9. Briefly describe the Vendor’s technical support organization and problem resolution process.
10. Describe policies, procedures, processes, and staff availability of providing routine technical support and inquires, problem resolution, and emergency response.
11. Describe expected time frames for initial call response, technical staff response, and resolution. Include average time as well as a not-to-exceed time frame for each type of response.

12. Provide a copy of the Vendor's service escalation procedures.
13. Describe the Vendor's systems used for planning, scheduling, installing, training and providing maintenance under the proposed software licensing agreement.
14. Describe the Vendor's experience and approach on quality control and dispute resolution.
15. Describe the Vendor's software testing policies and procedures exercised prior to releasing updates and error correction to installed users.
16. Describe any active Users Groups and/or Advisory Boards that meets at least annually.
17. Provide a detailed list of all municipalities with populations over 25,000 where the proposed products and services are being used.
18. Describe the Vendor's understanding of the proposed project and proposed approach with a description of how it will address the City's minimum requirements.

SECTION 11 PRICING PROPOSAL

Provide a proposal to design, implement, and support a council chambers audio/visual system. Costs should be broken into the following categories with line item detail for each implemented module.

- Software – describe functionality for each module or discrete component
- Hardware (to be purchased from the Vendor)
- Consulting/ Implementation/ Training Labor
- Ongoing Maintenance

Provide a listing and price estimate for hardware and software to be purchased by the City from sources other than the Vendor that will be necessary to support the project and implementation so that the City can properly estimate the total cost of the project. Examples include laptops, wireless broadband access, servers, database software, etc.

Develop a preliminary project plan/ implementation schedule that outlines major milestones.

Provide a narrative on the Vendor's project methodology along with a proposed configuration of a project team.

Provide a narrative on how the Vendor's products are licensed.

SECTION 12

CONFORMANCE WITH FUNCTIONAL REQUIREMENTS

Provide a narrative that describes the vendor's conformance with the functional requirements and working design outlined in Appendices A, B and C for the solution(s) being proposed. **Any proposed variances from the working design described should be fully explained, bid separately and included in the Optional Submittal Information section of the vendor's RFP response.**

APPENDIX A

BACKGROUND

The existing Council Chambers A/V system was installed in 2003 when the current City Hall facility was constructed. The system provides overhead displays for the audience, presentation capabilities, recording and scheduled playback, council voting capabilities, and a broadcast feed to the local cable company. Over the years, the City has upgraded and repaired pieces of A/V equipment, however the system is functionally obsolete. Currently, the City broadcasts Council meetings in standard definition. Mediacom is preparing the broadcast feed so that the City can broadcast in HD.

The City contracted with Conference Technologies, Incorporated to develop a design to upgrade this system. The following specifications are the final deliverable from the engagement with Conference Technologies, Inc.

The specifications below include three PZT cameras and one document camera that have already been replaced due to hardware failure since the design was developed. These devices do not need to be bid, but will need to be integrated into the final proposed system.

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Requirements for the City of West Des Moines, located at 4200 Mills Civic Parkway West Des Moines Iowa, City Council Chambers Audio Visual Systems. The work covered under this Section consists of furnishing all labor, material, and services to install a complete audiovisual system based on the consultant's recommended acceptable equipment list.
- B. Clarification of Audio Visual System Installation work responsibilities is noted in Appendix B.
- C. The acceptable equipment list is noted in Appendix C.
- D. Diagrams are included in Appendix D.

1.2 ALTERNATES/ALTERNATIVES

- A. All related electrical work on the project as defined herein shall not include any work by the Audio Video Integrator.
- B. The Audio Video Consultant has made every effort in providing an accurate equipment list. It will be the responsibility of the AV Integrator to provide a complete working system based on the design intent. Products included in the suggested list have been designed to integrate with the building design, electrical infrastructure, telecommunication infrastructure, and design intent by the owner.
- C. See Appendix C and D for equipment lists and diagrams.

1.3 REFERENCES

- A. InfoComm International and Building Industry Consulting Service International (BiCSi), "AV Design Reference Manual."
- B. InfoComm International, "Basics of Audio and Visual Systems Design", Revised Edition.
- C. Building Industry Consulting Service International (BiCSi), "Telecommunications Distributions Methods Manual" (TDMM), 11th Edition.
- D. Telecommunications Industry Association/Electronic Industries Alliance (TIA/EIA), "TIA/EIA Wiring Standards" (Includes TIA/EIA-568-1, TIA/EIA-568-2, TIA/EIA-568-3, TIA-569, TIA570, TIA-598, TIA/EIA-606, J-STD-607, TIA-758, 526-7 & TIA-526-14).
- E. National Fire Protection Agency (NFPA) 70, "National Electric Code 2005" F McGraw Hill, "Architectural Acoustics", M. David Egan.
- F. McGraw Hill, "Master handbook of Acoustics", 4th Ed., F. Alton Everest. Focal Press, "Audio Systems Design and Installation", Philip Giddings I Focal Press, "Sound System Engineering", 3rd Ed., Don Davis & Eugene Patronis, Jr.

1.4 DEFINITIONS

- A. The term "OFE" shall refer to "Owner Furnished Equipment" which will be provided by the Owner to the Installer. This equipment will be integrated as required.
- B. The term "shall" is mandatory; the term "will" is informative; the term "should" is advisory; and the term "provide" means furnish and install.
- C. The term "Consultant" refers to Owners AV Consultant.
- D. The term "AV Integrator" refers to the successful Audio Visual Contractor.
- E. The term "Installer" refers to the successful Audio Video Integrator.

- F. The term Owner refers to City of West Des Moines.

1.5 BASE SYSTEM DESCRIPTION

- A. These specifications describe the architecturally integrated Audio-Video equipment (AV Systems) to be installed at City of West Des Moines 4200 Mills Civic Parkway West Des Moines Iowa.
- B. Summary
1. This document describes the system design and operational features for Audio Visual systems proposed for the City of West Des Moines City Council Chambers. New digital video systems will include; both digital and analog laptop and PC input locations, HD streaming and recording, HD web conferencing, HD video cameras with control options from the Control Room and the Chambers itself, HD, SD Press Feeds and CATV connections. New audio systems will include; Digital Signal Processing (DSP), microphones and speakers that will provide better sound quality throughout the room, infrared expandable assisted listening system and up to eight (8) channels of digital audio recording. New control systems will include; one (1) 10" touch control panel and wireless control via an iPad MINI. A new voting system will be installed that will include software customization to meet the needs of the City. This software must be capable of allowing up to 10 positions on the Dais to vote and take attendance, and for multiple meeting types to utilize the software.
- C. Presentation System
1. Video inputs for the Presentation system will allow both analog (VGA, component and composite) and digital (HDMI, Display Port, DVI, HD-SDI) to be connected to the system.
 2. Input locations will include; two (2) at the Dais, one (1) wall plate location, Control Room and Presentation Lectern
 3. The Presentation Lectern shall provide connections for composite, component, VGA, HDMI, Display Port, DVI and HD-SDI video. A desktop HD document camera will also be provided for documents and photos.
 4. A Blu-ray player will be installed in the Control Room for Blu-ray and DVD playback into the system.
 5. Displays devices for the system will include four (4) OFE ceiling mounted LCD displays and eleven (11) OFE 22" desktop displays. Ten (10) of these displays will be located at the Dais and one (1) will located at the Presentation Lectern. Two (2) future display locations will be provided at the Dais.
- D. Audio & Video Broadcast System
1. Three (3) OFE HD PTZ cameras will provide coverage of the Dais and speaker areas of the Chambers.
 2. A four (4) window Picture-n-Picture processor will be installed to provide the ability to view multiple cameras or a camera(s) and source video simultaneously.

3. Camera control can be accomplished via several devices and methods.
 - a. Camera control and switching can be done via a 22" touch control panel in the Control Room. The control panel will provide pan, tilt and zoom and switching functions for the cameras.
 - b. And OFE iPad will also be capable of making camera switchers as necessary from anywhere in the room.
 - c. Camera control and presets will also be selectable from the wired 10" or iPad control panels.
 - d. A video follows audio system will be installed to provide automatic camera switching based on which Council Member is speaking into the systems microphones. The Dais will be divided into several zones so that when a specific council member speaks into a microphone the camera system will adjust to the proper camera shot that location on the Dais.
4. An integrated standalone capturing and streaming distribution system will be installed to provide streaming and capture capabilities for all audio and video signals in the system. This device has a dual HD inputs to allow for side by side camera views or a single camera and content to be streamed or recorded. Video is encoded using the H.264 format and also serves as a video on demand server.
5. A secondary backup H.264 recording device will be installed to provide a HD digital recording of any proceedings in the space. These recordings can be saved to any computer hard drive and accessed via any standard media player or posted to the web for mass viewing.
6. An AV Bridge will be installed to provide the system with the ability to integrate with soft "web based" codec's such as Skype, Cisco Jabber, Microsoft Lync and others. The AV Bridge will also have the capability to connect to the City's Cisco Call Manager VoIP system for voice-only two way calls. The AV Bridge will use the cameras and audio feeds from the installed system and connect via Ethernet or USB to the Control Room computer.
7. HD-SDI video, composite video and line level audio Press Feeds will be provided at two (2) wall plate locations.
8. HD-SDI and SD-SDI video signals with embedded audio shall be provided for CATV distribution.
9. A character generator will be installed on an OFE computer in the Control Room. The character generator will provide the ability to add text and scroll messaging such as time, date and meeting agenda to the live video feeds. The character generator feed may be applied to any or all of the independent outputs. This allows for video feeds to be produced without the character generated image if desired.
10. Three (3) displays will provide preview, program and caption editing for the Control Room. The displays are OFE and the recommended minimum size is 27". One display will be designated as the program monitor displaying what signal is going to the room and to all out of room destinations. A second display will provide a multi-view screen of cameras and sources so the operator can see what images are up at all times. The third display will be connected to the OFE computer with

the captioning software. This will allow the operator to add or edit the image before it is sent to the switcher and distributed for program viewing.

11. A rack mounted four (4) channel audio monitor will be provided to allow monitoring of audio being sent to the different devices and output channels.
12. The video matrix will be provide to allow video signals to be routed to devices or outputs as desired. This will provide the ability to send video to the streaming device or H.264 recorder without sending it to the Press Feeds or CATV system.
13. The existing equipment racks will be used for the new audio and video equipment.

E. Audio System

1. Ten (10) desktop multi element boundary microphones will be installed at each Dais location. The multi element microphone will provide a better pick up pattern for the council members leading to better sound quality in the room and for the signal being sent to streaming and recording devices. Two (2) future microphone inputs will be provided at the Dais.
2. The Lectern position will also receive a multi element microphone to replace the two existing microphones.
3. Additional microphone connections will be located in a floor box and a wall plate
4. New ceiling speakers with a tighter coverage pattern will be installed into eight (8) zones. This will create a mix minus system that will provide a higher level of audio before the room can go into feedback.
5. An infrared assisted listening system will be installed along with eight (8) wireless battery operated IR Lanyard receivers. The receivers have a standard 3.5mm headphone jack and will work with any off the shelf set of headphones. Rechargeable battery packs and an eight (8) unit charging station will be provided. The units will also operate on standard two (2) AAA batteries. Additional receiving units may be purchased as needed and come in both Lanyard and Stethoscope versions.

F. Control System

1. A control system processor will be installed to provide control for most of the audio and video devices. Some devices such as the character generator and AV Bridge will be controlled via PC software.
2. The control system will use a wired 10" control panel a 22" touch control screen and a wireless OFE iPad as control interfaces. The following are examples of control interface functions;
 - a. Source audio volume Up/Down
 - b. Microphone muting and level control
 - c. Camera control (pan, tilt and zoom)
 - d. Camera preset recall (including auto camera function)
 - e. Source video routing
 - f. Display muting
 - g. Broadcast video muting
 - h. System power

G. Voting System

1. Ten (10) fully digital voting panels with three (3) customizable voting keys will be installed at the Dais. One of these panels will be designated as the Chairman unit that will provide voting initiation. The system will include a customizable software package that will be set up using input from City staff. The proposed voting system must be compatible with the Crestron control system.
2. Provide manufacturer setup and training for system.

1.6 DESIGN REQUIREMENTS

- A. Work under this section of the specifications includes all labor, and installation as required providing a complete technical system in compliance with the contract documents.
- B. The technical system installation includes conduit, outlet boxes, junction boxes, pull boxes, terminal cabinets, 120-volt AC power circuits, or insulated ground cables previously installed. The Audio Visual Integrator shall provide low-voltage "on/off" control system wiring, low voltage "on/off" control switches.
 1. Baseline AV requirements within this system specification will be maximized to the greatest extent possible in order to support future growth in an effective manner. Therefore part of the Installer's development efforts for successfully implementing the AV system should include:
 - a. Installing the system in a manner that allows for future AV equipment to integrate easily into the overall desired system design, properly routing all audio, video, control and structured cabling elements of the final design in an industry acceptable manner that preserves the architectural and visual integrity of the building.
 2. Except when plenum rated cabling is used above finished ceilings, or below raised accessible floors, it is required that cabling for microphone and line inputs, wideband RGBHV, video, control and other AV related cabling be routed inside the comprehensive system of existing conduit. Floor and wall boxes shall serve as the primary interface points to the AV system.
 3. Provide and install cover plates, connectors and associated cabling to link all floor and wall boxes to all affiliated local and remote AV components. The Owner will provide no additional conduit, power or workboxes. If additional infrastructure is required, include provisions for what is additionally required in the proposal. No wiremold or surface mounted raceway will be permitted.

1.7 PERFORMANCE REQUIREMENTS

- A. Performance Standards: Unless restricted by the published specification of a particular piece of equipment, or unless otherwise required, the following minimum performance standards shall be met by the AV system:

1. Audio:
 - a. S/N (including crosstalk and hum): 75dB minimum.
 - b. Total Harmonic Distortion: 0.5% maximum from 30 Hz to 15,000
 - c. Frequency Response: Flat within +1.0 dB, 30 Hz to 15,000 Hz.
2. Display:
 - a. Minimum 500:1 contrast ratio.
3. Video:
 - a. S/N (peak to RMS), unweighted DC to 4.2 MHz: 45 dB minimum.
 - b. Crosstalk, unweighted DC to 4.2 MHz: 45 dB minimum.
 - c. Frequency Response (RGBHV): Within +0.5 dB to 300 MHz.
 - d. Frequency Response (composite): Within +0.5 dB to 10 MHz.
 - e. Frequency Response (component): Within +0.5 dB to 100 MHz.
 - f. Line and Field Tilt: 2% maximum.
 - g. Differential Gain: 3% maximum.
 - h. Differential Phase: 2 degrees maximum.
4. Performance Test Signal Paths: The signal paths for the above Performance Standards shall be as follows:
 - a. Audio: From any and all source inputs (microphones, audiotape units, videotape units, etc.) through all audio mixers, switchers, distribution amplifiers, codec's, etc., to all signal destinations.
 - b. Video: From all source inputs (cameras, computers, videotape units, etc.) through all switchers, processors, distribution amplifiers, etc., to all signal destinations.

1.8 SUBMITTALS REQUIRED BY THE AV INTEGRATOR

A. Shop Drawings

5. Sufficiently prior to installation the AV Integrator will provide the following Shop Drawings for approval from the Owner:
 - a. Updated video projector mounting, suspension, and rigging details.
 - b. All panel and plate layouts (such as for wall boxes and for rack/cart-mounting) indicating locations of connectors, engraving, labeling, nomenclature, panel material, and finish.
 - c. All Equipment racks, cabinets, consoles, tables and cart front elevations showing equipment and panel layout.
 - d. All non-factory equipment modifications.
 - e. All cable labeling plans.
 - f. Updated point to point wiring functional system signal diagrams separated by Video, Audio, and Control per system.

- g. Shop drawings as indicated elsewhere in these specifications.
- h. Copies of all reviewed submittals shall be kept at the project site during the construction of the project, for reference.

1.9 QUALITY ASSURANCE

A. Contractor Qualifications:

1. Work in this section shall be performed by an AV Integrator that is licensed to perform work of this type in the project jurisdiction, has at least three (3) years of verifiable direct experience with the devices, equipment and systems of the type and scope specified herein.
 - a. The Audio Video Integrator shall use sufficient numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work in this section. These personnel shall have at least three (3) years direct experience in similar work, evidence of which shall be verified in writing with appropriate references.
 - b. The Audio Video Integrator shall appoint a designated project manager who shall have at least three (3) years direct experience in similar work. The project manager shall be present and in responsible charge of all work in the fabrication shop and on the project site during all phases of the installation and testing of the system(s). To assure continuity, this project manager shall be the same individual throughout the execution of the work unless illness, loss of personnel, or other reasonable circumstances intervene.
 - c. The Audio Video Integrator shall be a direct dealer representative of recommended acceptable equipment list.
 - d. Due to the need for Crestron programming, the Audio Video Integrator shall provide a minimum of one (1) on-staff, full-time, local Crestron programmer who has completed the certification for programming class. They shall be dedicated solely to this project once touch panel control screens are approved until completion.
2. Contractor's Qualifications: The Audio Video Integrator shall meet the minimum requirements identified herein. Additionally, the Audio Video Integrator shall have at least three (3) years of experience in the fabrication, assembly and installation of AV presentation, conferencing and remote control systems of comparable size, magnitude and quality in regards to coordinating, engineering, testing, certifying, supervising, training and documenting as specified for the subject job and shall submit documentation to this effect with the bid return.

3. The Owner may request a prospective Audio Video Integrator to provide additional information as desired for review by the Owner and Audio Visual Consultant.

B. TEST EQUIPMENT

1. Each Contractor is responsible for furnishing all test equipment required to test the system in accordance with the parameters specified. Unless otherwise stated, the test equipment shall not be considered part of the system. Each Contractor shall furnish test equipment of accuracy better than the parameters to be tested.

1.10 PROJECT CONDITIONS

- A. This project takes place in an existing facility.
- B. During the course of project construction, the AV Integrator shall personally examine the site of the proposed work and verify the conditions which involve his/her work. This includes coordinating with Mediacom to connect this system into the equipment that Mediacom has put in place for the City to broadcast onto that cable system.
- C. The AV Integrator shall comply with all applicable national and local codes and ordinances, and obtain all required permits. AV Integrator shall be held responsible for any violations of the law within the scope of his work.
- D. Once the AV Integrator begins work at the project site, the company shall maintain a project manager for the duration of the work to supervise the work force and to provide coordination with other trades and/or the Owner.
- E. The AV Integrator shall conform to all site policies regarding safety, job site hours, and any additional policy, which may affect site conditions.
- F. It is the purpose of this specification to require the furnishing of the highest quality materials, equipment and workmanship. The work shall be in accordance with this specification and in conformity with the designs and descriptions.
- G. Any and all structural, mounting, or rigging is the responsibility of the AV Integrator to employ the services of a Structural Engineer as necessary. Calculations, shop drawings, and details of any structural modifications or additions shall be submitted to the Owner for approval.
- H. The AV Integrator shall coordinate the installation of the AV systems so that all work will proceed in a manner which is in the best interests of the Owner.
- I. Labor, transportation of equipment, storage of equipment, incidentals, and all work needed for the installation shall be the responsibility of the AV Integrator.

- J. All removed and non-reused OFE shall be returned to Owners AV tech team.

1.11 WARRANTY

- A. Warranty of workmanship and equipment is for a period of one (1) year from date of first use of system or substantial completion, whichever is first. AV Integrator is to provide warranty repair or replacement for all products provided by the AV Integrator (including products having a manufacturer's warranty of less than one year) and all AV Integrator's workmanship at no additional cost, except in the case of obvious abuse, neglect, or acts of God. Consumable items such as lamps, filters, batteries, tapes, etc. are not covered. Some components may have a warranty longer than one year.
- B. During the warranty period the AV Integrator shall:
 - a. Provide telephone support within 2 hours of a call during normal business hours.
 - b. Provide on-site support within 24 hours of a call requesting service.
 - c. Repair or replace faulty items within 72 hours of on-site service or within manufacturer's specified repair program, whichever is quicker.
 - d. Provide an after-hours support number.
- C. The AV Integrator shall not involve the Owner with removing or reinstalling equipment associated with any item under warranty.
- D. The warranty period will commence no sooner than the date of the first beneficial use by the owner and no later than the date of contract close out.
- E. Included at no additional cost is one (1) preventive maintenance visit to make adjustments to video projectors, check projector lamp life, make any firmware updates, check audio system settings, review control system functionality, and otherwise ensure the system is in proper working order.
 - a. 180 days (\pm 15 days) after the commencement of the Warranty Period

PART 2 - PRODUCTS

2.1 GENERAL

- A. Acceptable Products are listed below and in Appendix B and establish the basis for design for the AV systems.

- B. All Products shall be new and under warranty at the time of installation. B-Stock, previously installed, refurbished, second stepped or used equipment shall not be provided on this project.
- C. There shall be no product substitution after the issuance of the Contract Award, Notice to Proceed, or Letter Of Intent to Award, whichever is earliest.
- D. Appendix C is the Consultant's good faith effort to provide an AV Equipment List based on the AV System Specifications. However, Integrators are cautioned that the list may not be complete, may have discrepancies, and may not indicate all pertinent information required to prepare an accurate bid.
- E. Due to the advanced bidder qualifications, it is assumed that each AV Integrator is solely responsible for the completeness and accuracy of the takeoffs, system design intent and equipment list. No additional charges will be allowed after the bid award unless a change in functionality is requested and approved by the Owner and Consultant.
- F. Determination of the final quantities to meet the function of the design shall be the sole responsibility of the Audio Video Integrator.
- G. Provide Owner with control systems programming on a disc or flash drive. Programming and unlocked source code is considered as a work for hire and will be property of Owner and furnished at project completion.
- H. Owner and operation manuals along with two (2) copies of system as built drawings to be placed in binders shall be furnished to Owner at project completion

2.2 SYSTEM GROUNDING

- A. Equipment:
 - 1. Equipment grounding shall include all cable and installation hardware required. All AV equipment shall be connected to earth ground via internal building wiring, according to the NEC.
 - 2. This includes, but is not limited to:
 - a. Coaxial Cable Shields.
 - b. Control Cable Shields.
 - c. Data Cable Shields.
 - d. Equipment Racks.
 - e. Equipment Cabinets.
 - f. Conduits.
 - g. Cable Duct.
 - h. Cable Trays.
 - i. Power Panels.
 - j. Connector Panels.
 - k. Antennas.

1. Towers.
- B. COAXIAL CABLES
 3. Coaxial cables shall include all coaxial connectors, cable tying straps, heat shrink tabbing, hangers, clamps, etc., required to accomplish a neat and secure installation.
- C. WIRES AND CABLES
 4. Wire and cables shall include all connectors and terminals, spade lugs, barrier straps, punch blocks, wire wrap strips, heat shrink tubing, tie wraps, solder, hangers, clamps, labels etc., required to accomplish a neat and orderly installation.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify all conduits, back boxes and pathways.
- B. Verify correct power requirements exist based on equipment load and device requirements.
- C. Verify video installation sightlines and possible obstructions.

3.2 INSTALLATION

- A. New Wiring: Install wiring in raceways except within consoles, cabinets, desks, and counters and except in accessible ceiling spaces and in gypsum-board partitions where cable-wiring method may be used. Use plenum cable in environmental air spaces including plenum ceilings. Conceal cables and raceways except in unfinished spaces. Cable shall be installed continuous with no splices or cuts.
- B. Install exposed cables parallel and perpendicular to surfaces or exposed structural members, and follow surface contours. Secure and support cables by straps, staples, or similar fittings so designed and installed to avoid damage to cables. Secure cable at intervals not exceeding 30 inches and not more than 6 inches from cabinets, boxes, or fittings.
- C. Wiring within Enclosures: Bundle, lace, and train conductors to terminal points with no excess.
- D. Separation of Wires: Separate speaker-microphone, line-level, speaker-level, and power wiring runs. Install in separate raceways, or where exposed, or in same enclosure,

separate conductors at least 12 inches for speaker microphones and adjacent parallel power and telephone wiring.

- E. Identification of Conductors and Cables: Color-code conductors and apply wire and cable marking tape to designate wires and cables so they identify media in coordination with system wiring diagrams.
- F. Wall-Mounting Outlets: Flush mounted.
- G. All terminations shall be installed per manufacturer's specifications and recommendations
- H. CONDUITS, CABLE DUCTS, AND CABLE TRAYS
 - 1. Shall include all conduit, duct, trays, junction boxes, back boxes, cover plates, feed through nipples, hangers, clamps, fire stop and other hardware required to accomplish a neat and secure conduit, cable duct, and/or cable tray installation in accordance with the NEC.
- I. EQUIPMENT INTERFACE
 - 1. Equipment shall include any item or quantity of equipment, cable, mounting hardware and materials needed to interface each systems and subsystems according to each original equipment manufacturer requirements and this document.
- J. GROUNDING
 - 1. Ground cable shields and equipment to eliminate shock hazard and to minimize ground loops, common-mode returns, noise pickup, cross talk, and other impairments.
 - 2. Signal Ground Terminal: Locate at all equipment display locations. Isolate from power system and equipment grounding.
 - 3. Shields shall be connected at each end of each wire to the pin 1 of each XLR, shield connection for each electronic device, etc. No shield wires shall be left unconnected except where noted, nor shall any shield come in contact with conduit, pull boxes, or other building steel. Audio line-level circuit shield wires shall be grounded to rack sheet metal only via rack-mounted equipment. Shields shall be electrically isolated in multi-conductor cables. Shields for audio line-level circuits connected to audio transformers shall be connected to transformer electro-static shields and case ground. In the case of unbalanced audio lines the shield wire shall connect to the low side of the line (black wire).
 - 4. Each equipment rack within a row of racks shall be electrically bonded to each other using a minimum 1/4-inch diameter unfinished bolt and nut with star washers. Bolts shall fasten to each equipment rack unpainted sheet metal. Each

row of equipment racks shall be electrically bonded to adjacent row(s) via a No. 6 AWG insulated ground wire. The AV Integrator shall perform this work.

K. CIRCUIT ROUTING

1. All audio circuits shall be separated according to function; e.g. microphone circuits shall be separated from line-level circuits, which are separated from video circuits, which are separated from loudspeaker circuits. Where audio and video circuits are installed in conduit or other raceway, separate conduits are required for the various circuit functions.
2. Control and intercom circuits and video circuits can be routed with line-level circuits, if separate conduit is not furnished for these circuits.
3. Where circuits are exposed in the equipment racks or large junction or pull boxes, the circuits shall be bundled according to function. Use plastic cable ties to bundle cables and provide as much separation as reasonable.

L. WIRE SPLICING

1. Audio and video circuits shall not be spliced.
2. All solder connections shall be made with soldering iron and rosin core solder. The AV Integrator shall check all solder connections for "cold" solder joints.
3. All audio circuits terminating to screw-type connectors shall be installed with non-insulated brazed seam spade lugs of the proper size for wire and screw connection.

M. LABELING AND PLACE CARDS

1. All labeling of wiring within equipment racks, consoles, or other areas obscured from direct view shall be of adhesive backed strips comprised of numbers and letters as required. Wire markers shall be near both ends of wire termination.
2. Within each rack and at other remote locations for technical system equipment, label all associated AC power receptacles reflecting the appropriate circuit breaker. Ensure that the circuit breakers are labeled as to the rack or remote equipment location.

N. AUDIO INSTALLATION

1. Unless otherwise noted, all audio circuits shall be two wires with shield, with the red or white wire used for the "high" side of the line and connected to pin 2 of microphone connectors or to the "tip" of patch panel and other phone jacks. The black wire shall be used for the "low" side of the line and shall connect to pin 3 of

microphone connectors or to the "ring" of phone jacks. The shield (drain) wire shall connect to pin 1 of microphone connectors or to the sleeve of phone jacks.

2. All audio circuits (red or white and black conductors) shall be ungrounded, except as provided by single ended amplifier inputs and where grounding of unbalanced circuits are directed during system tests. Shields for line level audio circuits shall be grounded to rack sheet metal at each cable termination. Where line level audio circuits connect to audio transformers, shields shall connect to transformer electrostatic shields and case grounds. At each cable termination shield or shield drain, wire length shall be approximately equal to the length of the insulated conductors. Shield drain wires shall be sheathed in green PVC sleeving or clear Teflon sleeving sized appropriately for conductor gauge. Circuit shields shall not otherwise connect to each other nor ground to electrical conduit at wall boxes, etc. Microphone circuit shields shall be grounded only at mixer inputs.
3. Where resistors are indicated to terminate an audio circuit, install each resistor at the end of the line at the input to the following transformer or amplifier. High impedance circuits shall not extend more than 20 feet.
4. All wire joints and connections in the audio system shall be made with rosin core solder and a small soldering iron; or with approved mechanical connectors. Soldering shall be neat and shall not exhibit "cold" solder joints. Connections to screw type terminals shall be made with mechanically connected un-insulated, spade type lugs selected for the particular wire size in use.
5. Connections made with miniature screw actuated, pressure type terminal strips shall be made by stripping approximately 1/4-inch of insulation from stranded conductor, inserting the untinned wire into the pressure terminal, and tightening the terminal screw using a small screwdriver which securely fits the screw head.
6. All crimp type connectors, including non-insulated butt connectors for inline loudspeaker circuit connections, shall be crimped with a Thomas & Betts model WT111 M tool. Spade tongue terminals shall be crimped with the notch on the barrel opposite the seam.

O. RF INSTALLATION

1. The Audio Visual Integrator shall coordinate the locations of all RF (Cable TV) requirements with the Owner.

P. PHYSICAL INSTALLATION 1. Equipment Racks:

- a. Racks will be installed plumb and square without twists in the frames or variation in level between the racks.
- b. Firmly secure all equipment in place unless requirements of portability dictate otherwise.

2. Cabling Harness:
 - a. Any exposed cabling harnesses are to be concealed and neatly bundled in black expandable "Tech Flex" type harnessing sheath. Before installation, the sheath shall be cut to length and ends burned to prevent unravel. When installed, the ends shall be turned into themselves and secured with flush-cut tie wraps.
3. Floor and Wall Plates:
 - a. All connection plates (wall, floor, etc.) will be secured with appropriate fasteners and installed plumb and level.
4. Mounting To Building Structure
 - a. Building structural members shall not be modified without consultation with Owner and approval of a Structural Engineer.
 - b. Do not fabricate or install supports that will overload the building structure. Supports shall be installed to overhead structure capable of supporting five (5) times the weight of the mount, and equipment combined.
 - c. Do not drill or cut concrete beams, joists or structural steel, and do not weld to structural steel.
 - d. Beam clamps are to be used to anchor strut and threaded rod to structure such as I- beams, Z bar, etc.
 - e. Attachment hardware with a minimum SAE Grade 8 load rating and a safety factor of at least 5 are to be used.
 - f. Wall mounted devices, display mounts, or sub-mounts are to be installed plumb and level.

3.3 INTERFACE WITH OTHER WORK

- A. Coordinate all required interfaces with Owner.

3.4 CLEANING AND PROTECTION

- A. Jobsite to remain organized during construction. All efforts must be made to protect existing finishes and equipment. Any devices altered during construction are to be brought back to existing or better condition upon completion of construction.

3.5 CONTROL PANEL CUSTOM SCREEN CORDINATION

- A. All Audio Visual control systems will be programmed identical to existing company Audio Visual control systems. Graphical user interfaces will utilize the same icons, control Functions, and program layering. The Audio Visual Integrator is responsible for familiarizing themselves with the existing systems prior to the control panel custom screen coordination phase of the installation as described below:

1. Phase One
 - a. The AV Integrator shall supply the Owner with a conceptual control system screen layout of the Conference Rooms.
 - b. Functions of the Conference Rooms shall include but not be limited to:
 - 1) Control of the Audio Conferencing Systems
 - 2) Control of all the Microphones and sources on tech panel only
 - 3) Control of the routing including source selection
 - 4) Control functions of all system connected AV devices
 - 5) Control of combining and separating rooms
2. Phase Two
 - a. The AV Integrator shall present full size color drawings to scale to the Owner.
 - b. Each Screen shall include a detailed report summarizing all functional and procedural choices illustrated on the screen.
3. Phase Three
 - a. All Conference Room revisions are to be presented in phase three. Provided a complete set of drawings, descriptive text, and procedural report.
 - b. Final submittal is to represent the system control panels as selected by the Owner.
4. Phase Four
 - a. All AV System revisions are to be presented in phase four.
 - b. The Owner shall finalize agreed selection of all Control System Screens before control system programming begins. Any rework or additional cost associated with unapproved system functionality before approved control panels will be at the expense of the AV Integrator.

3.6 SYSTEM PROGRAMMING AND PRELEMINARY TESTING

- A. The system shall be turned on and adjustments made to meet requirements of the specification and onsite systems.
- B. The system shall be programmed to function to the agreed Control System Screens from the Owner.
- C. The AV Integrator shall mock up the system locally at the AV Integrator's expense to demonstrate the program and system functionality prior to onsite installation to the Owner.

- D. The AV Integrator shall provide an additional eight (8) hours of programming of additional client modification after the first use of the system. This is to be scheduled at the client's convenience within normal operating hours within one (1) year of the client's first use of the system at no additional charge.

3.7 DEMONSTRATION/ INSPECTION

- A. Upon completion of the approved testing procedure and submittal of the testing documentation plan, the Audio Visual Integrator shall notify the Owner, who will visit the project for a demonstration of the systems and an inspection of the completed work in conformance of the Document. It is mandatory for a representative from the AV Integrator directly responsible for the project to be present during demonstration and inspection periods.
- B. Items which do not comply or which function incorrectly will be listed. The Owner will submit the list to the AV Integrator for correction.
- C. After all corrections have been made, the contractor shall notify the Owner who will recheck the system for compliance of all items listed.

3.8 TRAINING

- A. Provide training after all final test and adjustments have been completed. Instruct the Owner's personnel according to the approved training plan. Training shall cover all aspects of systems operation and maintenance. The AV Integrator's proper technical representatives will provide this.
- B. Schedule Training Sessions to meet the needs of the facility personnel as determined by the Owner. Four (4) hours of training will be provided for Owners technical staff, this training is more technical than end users training.
- C. Provided a minimum of twelve (12) hours of end users training. All training is to be completed during the time frame established during scheduling with the Owner and training may not necessarily be in continuous periods. A two (2) hour refresher end user training session shall occur approximately 90 days after the systems first use.
- D. The AV integrator will provide technical onsite support for the system's first use. This time will not constitute as part of the technical training hour allotment.

3.9 SCHEDULE

- A. All work to be scheduled with Owner.

APPENDIX B

4.0 AV WORK RESPONSIBILITY SHEET

The following work sheet outlines the AV Integrator and Owner responsibilities concerning the building Audio Visual Systems.

Responsibilities	Audio Visual Contractor	Owner
Electrical and Network		
Provide and install conduit		X
Provide and install cable trays		X
Provide and install cable pathways		X
Provide and install LAN and Data systems		X
Provide and install analog and network phone lines		X
Cabling		
Provide and install audio, video and control cabling	X	
Provide a unique cabling numbering system for each cable type	X	
Provide audio, video and control cabling pull sheet	X	
Provide audio, video and control connectors	X	
Provide and install all required patch cables	X	
Provide and install any required audio, video and control adapters	X	
Equipment and Materials		
Provide and install all mounts as specified	X	
Install all mounts per manufacturers specifications	X	
Provide and install Floor Boxes		X
Provide and install Equipment Racks		X
Provide OFE audio, video and control equipment	X	
Remove any unused OFE audio, video and control system equipment	X	

Dispose of any unused OFE audio, video and control system equipment		X
Install all audio, video and control system equipment	X	
Mounting		
Mount any audio, video and control system equipment per manufacturers specifications	X	
Install all rack mounted equipment in equipment racks as directed	X	
Provide and install rack shelving for any equipment not equipped with rack mounting ears	X	
Terminations		
Terminate all audio, video and control system cabling per manufacturers specifications	X	
Terminate all audio, video and control system floor and wall plate connections	X	
Terminate all audio, video and control cabling to equipment located in Equipment Rack	X	
Testing		
Load and test control system program and control panels	X	
Load and test audio DSP program	X	

APPENDIX C

5.0 AV ACCEPTABLE EQUIPMENT LIST

The following equipment list outlines the recommended equipment, manufacturer, and part number of each itemized component. Every effort has been made to provide a good faith extensive list. It will be the awarded AV Integrator's responsibility to provide a complete "turn-key" system. Quantities to make a complete working system will be the sole responsibility of the AV Integrator. Refer to this list along with drawings AV-001, AV-002, AV-003 and AV-004 for additional details.

Dev. ID	Manufacturer	Part #	Description	QTY
Broadcast Video				
CAM/CCU	OFE	WallView CCU HD-22 (999-6967-000)	HD PTZ Video Camera w/CCU	3
SWT1	AJA	KUMO 1616	16:16 HD-SDI Matrix Switcher	1
LED1	OFE	NA	Ceiling Mounted Display	4
LED2	OFE	NA	22" LED Desktop Display	11
LED3	OFE	NA	24" - 27" LED Desktop Display	3
STR	Haivision	S-VI-MAX	All-In-One Capture, Stream, Record and VOD Appliance	1
REC	Blackmagic Design	H.264	H.264 Video Recorder	1
PIP1	Sierra Video	SVG-FRAME	Multiviewer Card Frame	1
	Sierra Video	SVG-HDMI	4 Channel HDMI Input Card	2
	Sierra Video	SVG-3GHD	4 Channel HD-SDI Input Card	1
	Sierra Video	SVG-OM-HDHDMI	HDMI/HD-SDI Output Card	1
PIP2	TVOne	C2-6204	4 Window 3G-SDI Multiviewer	1
VC1	Blackmagic Design	BMD-CONVMBHS24K	HDMI to SDI Converter	1
VC2	AJA	Hi5-Plus	3G-SDI to HDMI Converter	4
VC3	Blackmagic Design	BMD-CONVMASA4K	3G-SDI to Analog Video Converter	3
VC4	AJA	UDC	Up/Down/Cross-Converter	1
DA1	Blackmagic Design	BMD-CONVMSDIDA4K	HD-SDI Distribution Amplifier	3
CAP	Data Video	CG-350 Kit	Character Generator	1
PC	OFE	NA	Desktop Computer	2
VBR	Vaddio	AV Bridge (999-8210-000)	USB Video Bridge	1
WP1	CUSTOM		PRES FEED PLATE	3
WP2	CUSTOM		FLOOR BOX PLATE	2

Dev. ID	Manufacturer	Part #	Description	QTY
Presentation System				
SWT2	Kramer	VP-771	9 Input Presentation Switcher	1
DOC	Wolfvision	VZ3	Desktop Visualizers	1
DVP	OPPO	BDP-103	BLU-RAY PLAYER w/RS232 CONTROL	1
DA3	Extron	HDMI DA6 (60-999-01)	1:6 HDMI Distribution Amplifier	2
DA2	Atlona	AT-HDCAT-4	1:4 HDBaseT Distribution Amplifier	1
RX1	Atlona	AT-HDRX	HDBaseT HDMI Receiver	4
ENC	SVSI	N1111	HD Video Encoder	7
DEC	SVSI	N1211	HD Video Decoder	7
TRX	SVSI	N4321	Audio Tranceiver	1
NET	SVSI	VSW300-28MP	IP Video Network Switch	1

Dev. ID	Manufacturer	Part #	Description	QTY
Audio System				
MIC1	Beyer Dynamic	MPR 211B	Multi Element Boundary Microphone	11
WMRX	Shure	ULXD4D	Dual Channel Wireless Microhone Receiver	1
WMTX	Shure	ULXD2/SM58	Handheld Wireless Microphone	2
DSP1	Biamp	TesiraFORTE AVB CI	Audio DSP w/12 AEC Inputs & AVB	1
DSP2	Biamp	TesiraFORTE AVB VI	Audio DSP w/12 AEC Inputs, Phone Interface & AVB	1
LOG	Biamp	Tesira EX-LOGIC	Logic Expander	1
POE	Biamp	PH POE36U-1AT-R	POE Injector	1
ADA1	Rolls	RA163	Audio Distribution Amplifier	3
DIV	Atlas Sound	TSD-ZDC	Audio Divider/Combiner	4
VC5	Blackmagic Design	BMD-CONVMCAUDS	Audio to SDI Converter	1
AMP	QSC	CX204V	4 Channel Power Amplifier	2
SPK	Crestron	SAROS_IC8T	Ceiling Speaker	32
MOD	Listen Tech	LT-82-01	Stationary IR Modulator	1
EMT	Listen Tech	LA-140-GY	Stationary IR Radiator	2
IRRX	Listen Tech	LR-44	IR Lanyard Reciever	8
	Listen Tech	LA-364	Rechargeable Alkaline Battery Pack	8
	Listen Tech	LA-350	Charging Station	1
	Listen Tech	LA-304	Assistive Listening Notification Signage Kit	1
AM	Marshall Electronics	AR-AM4	4 Channel Rack Mounted Audio Monitor	1

Dev. ID	Manufacturer	Part #	Description	QTY
Control System				
CSP	Crestron	PRO3	Control System Processor	1
	Crestron	C3COM-3	3 Com Port Control card	1
TPI	Crestron	DGE-2	Touch Panel Interface	1
LED4	ELO	2200L (E432721)	22" Touch Display	1
CP	Crestron	TSW-1050-B-S	10.1" Touch Screen Control Panel	1
		TSW-1050-TTK-B-S	Control Panel Table Top Kit	1
IPAD	OFE	NA	Tablet	1
ETH	Crestron	CEN-SWPOE-16	5 Port PoE Switch	1
WAP	Crestron	CEN-WAP-1500	Wireless Access Point	1

Dev. ID	Manufacturer	Part #	Description	QTY
Voting System				
VOT	Media Vision	CUSTOM	Digital Voting System for 10 Members	1

Dev. ID	Manufacturer	Part #	Description	QTY
Spare Equipment				
VC1	Blackmagic Design	BMD-CONVMBHS24K	HDMI to SDI Converter	1
VC2	AJA	Hi5-Plus	3G-SDI to HDMI Converter	1
VC3	Blackmagic Design	BMD-CONVMASA4K	3G-SDI to Analog Video Converter	1
VC4	AJA	UDC	Up/Down/Cross-Converter	1
DA1	Blackmagic Design	BMD-CONVMSDIDA4K	HD-SDI Distribution Amplifier	1
RX1	Atlona	AT-HDRX	HDBaseT HDMI Receiver	1
ENC	SVSI	N1111	HD Video Encoder	2
DEC	SVSI	N1211	HD Video Decoder	2